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March 23, 2022

VIA ELECTRONIC FILING

Jocelyn G. Boyd, Esquire
Chief Clerk & Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Exploration of a South Carolina Competitive Procurement Program for the Competitive Procurement of Energy and Capacity from Solar and Other Renewable Energy Facilities by an Electrical Utility as Allowed by South Carolina Code Section 58-41-20(E)(2)-
Docket No. 2019-365-E

Dear Ms. Boyd:

On February 3, 2022, February 15, 2022, and March 9, 2022, Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC ("DEP") (collectively referred to herein as the "Companies") made informational filings in the above referenced docket regarding stakeholder engagement related to potential solar procurement. As a result of those filings, the South Carolina Office of Regulatory Staff ("ORS") is filing this response.

Oftentimes, the plans presented by the Companies at stakeholder meetings substantially impact future costs that the Companies may eventually seek to recover from their North Carolina and/or South Carolina customers. As shown in Attachment 1, and at ORS's request, the Companies have agreed that "ORS's participation in or non-participation in a Stakeholder Meeting does not imply, suggest, signify, or in any way reflect ORS's agreement to or opposition to the issues discussed in the Stakeholder Meetings."¹ Additionally, the Companies agreed that "[i]f ORS elects to participate in a Stakeholder Meeting [...] neither Party will advance any position, argument, testimony, or other evidence related to statements made by or positions advanced by the other Party in connection with the Stakeholder Meeting as part of a proceeding before the Commission...."²

¹ Attachment 1.

² *Id.*

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In making this filing ORS makes clear that no stakeholder update filed by the Companies can, or should be interpreted, to provide any substantive position taken by ORS.

Sincerely,



Andrew M. Bateman

Encl.

cc: All Parties of Record (via e-mail)
C. Jo Anne Wessinger Hill, Esquire (via e-mail)
David Butler, Esquire (via e-mail)

**AGREEMENT CONCERNING THE SOUTH CAROLINA OFFICE OF REGULATORY
STAFF'S PARTICIPATION IN STAKEHOLDER MEETINGS**

This Agreement sets forth the terms and understanding between Duke Energy Carolinas, LLC and Duke Energy Progress, LLC (collectively, the "Companies") and the South Carolina Office of Regulatory Staff ("ORS") (each individually referred to as "Party" and collectively, the "Parties") regarding ORS's participation in Stakeholder Meetings as defined hereinbelow. This Agreement shall be deemed effective as of the date this Agreement is fully executed by all Parties ("Effective Date").

WHEREAS, ORS is an agency of the State of South Carolina and is statutorily charged with the duty and responsibility to represent the public interest of South Carolina, which is defined by S.C. Code Ann. § 58-4-10(B) to mean the concerns of the using and consuming public with respect to public utility services, regardless of the class of customer, and preservation of continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services; and

WHEREAS, the Companies are electrical utilities as defined by S.C. Code Ann. § 58-27-10(7) and are subject to the jurisdiction of the Public Service Commission of South Carolina ("Commission"); and

WHEREAS, the Companies periodically host or participate in stakeholder meetings, collaborations, and other similar group discussions ("Stakeholder Meetings") to discuss various matters related to the Companies' regulated utility operations; and

WHEREAS, ORS is routinely invited to participate in the Stakeholder Meetings; and

WHEREAS, the Parties desire to enter into this Agreement to allow ORS's full and open participation in and contributions to the Stakeholder Meetings without concern that such participation and contributions will be used against ORS in future proceedings.

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Companies shall notify ORS in writing of any Stakeholder Meetings in which the Companies desire ORS to participate. ORS may elect to or decline to participate in the Stakeholder Meetings at its sole discretion.
2. The Companies agree that they will not advance any position, argument, testimony, or other evidence related to ORS's participation in or non-participation in a Stakeholder Meeting as part of a proceeding before the Commission, unless specifically authorized by ORS in writing.

3. The Companies agree that ORS's participation in or non-participation in a Stakeholder Meeting does not imply, suggest, signify, or in any way reflect ORS's agreement to or opposition to the issues discussed in the Stakeholder Meetings.

4. If ORS elects to participate in a Stakeholder Meeting, the Parties agree that neither Party will advance any position, argument, testimony, or other evidence related to statements made by or positions advanced by the other Party in connection with the Stakeholder Meeting as part of a proceeding before the Commission, unless specifically authorized by the other Party in writing.

5. This Agreement is at will and may be terminated immediately at any time for any reason by any Party without penalty or obligation upon written notice to the other Parties, except that the provisions of Paragraphs 2, 3, and 4 shall survive termination with respect to Stakeholder Meetings held and ORS's participation in or non-participation in said Stakeholder Meetings prior to the date of termination.

6. This Agreement may be modified only if the signatories below mutually agree to such modifications in writing signed by both Parties. Any such modification is effective upon the date of signing by the Companies and ORS. For ORS, the individual with authority to execute this Agreement and any amendments thereto is the Executive Director.

7. This Agreement shall become effective upon the Effective Date and will remain in effect until modified, terminated by any one of the partners by mutual consent.

8. This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law of the State of South Carolina, without giving effect to the conflict of law principles or choice of law rules thereof. For purposes of all claims brought under this Agreement, each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in Columbia, South Carolina. Each Party hereby expressly consents to the jurisdiction of such courts with respect to any such dispute, waives any objection, whether on the grounds of venue, residence or domicile or on the ground that the proceeding has been brought in an inconvenient forum, and agrees that service of process in any such proceeding may be made by hand delivery or overnight courier with proof of delivery.

9. This Agreement may be executed in one or more counterparts, and by different Parties hereto on separate counterparts, as well as via facsimile, electronic signature and electronic mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Each Party warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below:

Michael P Callahan
Name: Michael P Callahan
Title: SC State President
Duke Energy Carolinas, LLC
Duke Energy Progress, LLC

Date: 12/23/21

Nanette S. Edwards
Nanette S. Edwards
Executive Director
SC Office of Regulatory Staff

Date: 12/30/2021